



Form GSOP 1-PIN (04/98)

STATE OF CALIFORNIA
Department of General Services - Office of Procurement

PURCHASE ORDER

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Purchase Order No. Rev. Date
62140 6/30/2008

| | | | | |
|--|--------------------------------------|---|--------------------------|----------------------|
| Supplier No. 805237 | Solicitation No. 57066 | Delivery Date As Specified | FOB Point Destination | Invoice Terms N45 |
| S DEPT CORRECTIONS & REHAB h T PAROLE & COMMUNITY SERV i o 1515 S STREET, ROOM 212-N p SACRAMENTO, CA 95811 Attn: J. VALDEZ (916) 327-4904 | | C CORRECTIONS & REHAB B-23 h a T ADMIN ACCOUNTING OFFICE r o PO BOX 187018 g e SACRAMENTO, CA 95818-7018 | | |
| Agency Billing 16832 | Agency Purchase Estimate 01793890 | Purchase Estimate 67218 | Revision 0 | |
| Agency Contact JOHN LIZARRAGA | | Phone 916-229-5080 | Date Received | |

NORTHPOINT INSTITUTE FOR
PUBLIC MANAGEMENT
PO BOX 309
TRAVERSE CITY, MI 49685
Attn: DAVE WELLS

Phone: 231-938-5959

| Item No. | Quantity | Unit | Commodity Code | Description | Unit Price | Extension |
|--|----------|------|-----------------|---|--------------|------------|
| <p><u>TERMS AND CONDITIONS:</u></p> <p>THE ATTACHED STATEMENT OF WORK CONSISTING OF TWO (2) PAGES IS PART OF THIS AGREEMENT.</p> <p>THE FOLLOWING DOCUMENTS ARE INCORPORATED INTO THIS AGREEMENT AND MAY BE VIEWED AT THE WEBSITE LISTED.</p> <ol style="list-style-type: none"> 1. IT General Provisions, GSPD-401IT Revised and Effective 4/12/2007 http://www.documents.dgs.ca.gov/pd/modellang/GPIT0407.pdf 2. IT Purchase Special Provisions (Effective 02/08/07) http://www.documents.dgs.ca.gov/pd/modellang/Purchasespecial020807.pdf 3. IT Software License Special Provisions (Effective 01/21/2003) http://www.documents.dgs.ca.gov/pd/modellang/softwarepecial012103.pdf | | | | | | |
| 1 | 1 | EA | 7090-000-0003-7 | SOFTWARE LICENSE SOFTWARE LICENSES, UNLIMITED COMPAS TO INCLUDE TECH SUPPORT, MAINTENANCE, TRAINING, AND CUSTOMIZATION (INCLUDES DESIGN, DEVELOPMENT, TESTING, AND DOCUMENTATION. | 100,000.0000 | 100,000.00 |
| Total Value: | | | | | | 100,000.00 |
| <p>This purchase order is being awarded on September 4, 2008 pursuant to Government Code Section 13332.17. Any encumbrances made pursuant to this purchase order shall be construed to have been made on the last day of the preceding fiscal year.</p> | | | | | | |

Sales and/or use tax to be extra unless noted above

| | | |
|---|-----------------------|------------|
| Buyer <i>D. Mercado</i> DIANA MERCADO | Phone 916-375-4430 | BOC Number |
|---|-----------------------|------------|

Department of General Services - Office of Procurement

Form GSOP 2-PIN (04/98) .

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| Item No. | Quantity | Unit | Commodity Code | Description | Unit Price | Extension |
|---|----------|------|----------------|-------------|------------|-----------|
| <p><u>TAX:</u></p> <p>There will be no tax charged against this Purchase Order.</p> <p><u>CHANGE ORDERS:</u></p> <p>This Purchase Order may be amended, modified, or terminated at any time by mutual agreement of the parties in writing, change orders amending, modifying or terminating the Purchase Order, including any modifications of the compensation payable, may be issued only by the State Procurement Officer. All such change orders shall be in writing and issued only upon written concurrence of the supplier. Termination, as that term is used in this section, does not include termination for default of the supplier.</p> <p>This Purchase Order has been registered into the State Contracts and Procurement Registration System (https://www.scprs.dgs.ca.gov). The Registration Number is: 52400908331733</p> | | | | | | |

**CALIFORNIA DEPARTMENT OF CORRECTIONS AND REHABILITATION
DIVISION OF EDUCATION, VOCATION, AND OFFENDER PROGRAMS**

STATEMENT OF WORK

Automated Risk and Needs Assessment Tool - COMPAS

This Statement of Work ("Agreement") reflects the services to be provided by Northpointe, hereinafter referred to as the "Contractor," for the California Department of Corrections and Rehabilitation (CDCR), hereinafter referred to as the "State".

SCOPE

The Contractor will provide the Correctional Offender Management Profiling for Alternative Sanctions (COMPAS) Software Customization Requests. The customization items were identified by the existing users, the expert panel and research. Northpointe will provide on-going COMPAS software customization and modifications to meet the needs of the California Prison system. Customization will include design, development, testing and documentation. All desired customization will be approved by the California Prison, Division of Education, Vocation and Offender Programs staff before development is conducted.

PERIOD OF PERFORMANCE

The term of this Agreement will be twelve (12) months effective upon the Agreement start date or upon the date the Purchase Order is signed, whichever is later.

CONTRACTOR REQUIREMENTS

- The Contractor shall assist the State in implementing the most effective IT service and support tools.
- The Contractor will attempt to accommodate changes to the State's fluid organization structure with point-and-click customization tools.
- The Contractor will provide updates, hot fixes, and whitepapers that are deemed appropriate for the State's support environment.

STATE RESPONSIBILITIES

The State will provide:

- Access to proper areas during the installation, including areas to the database, web server, network and workstations
- Connectivity between servers and workstations

BILLING INFORMATION

The Contractor shall submit invoices (including the purchase order number) to the following address:

CDCR – Division Education, Vocation and Offender Programs
1515 S Street, Room 221N
Sacramento, CA 95814
Attn: Lena Zamora

POINTS OF CONTACT

Contractor Primary Contact:

Dave Wells, President
PO Box 309
Traverse City, MI, 49685
Ph: 231-938-5959
Fax: 231-938-5995
Email: dwells@npipm.com

State's Primary Contact:

Jennifer Valdez, Associate Superintendent
1515 S Street, Room 221N
Sacramento, CA 95814
Phone (916)323-5827
Fax (916)552-8104
Email: Jennifer.Valdez@cdcr.ca.gov

Please forward renewal notices to the attention of the State's Primary Contact.

TERMINATION

The State shall have the right to terminate maintenance upon delivery of written notice at least thirty (30) calendar days prior to any scheduled renewal date.